

Sending a Payment to Europe



Please complete in block capitals and black ink. Refer to 'How to Complete an International Payment Request Form – Sending a Payment to Europe' for assistance. For information on how we may use your data to make this payment please see Term 15 below. For full details about how we use the personal and financial information of our customers, please see our full Privacy Notice.

Date Payment to be sent If blank, Payment will be sent in accordance with section 2 of the Terms and Conditions

1. Payment type Urgent Standard Repetitive Payment Reference (if any)

If no Payment type is crossed the Payment will be sent by Urgent.

2. Name and address of account holder

Name*

Address*

*Mandatory Postcode

3. Please debit my/our

Sterling account Sort code Account number

OR
Currency account Account number

4. Amount of foreign Payment

Foreign currency OR GBP equivalent

Amount and currency in words

Currency that Payment is to be sent in

Destination country See Section 1 of Terms and Conditions for definition of Europe

Note: Unless stated above the Bank will normally issue the payments in the local currency of the destination country. If it not possible to do so, the Bank will send the funds in the preferred currency of that country

5. Beneficiary details – person or organisation to be paid – if information is unknown, please request the beneficiary to obtain this information from their Bankers. You must ensure the correct BIC and IBAN is recorded to avoid the RISK TO YOU of Payment loss

The Payment will not normally be made unless the mandatory information in this section is provided

Beneficiary's IBAN*

Beneficiary name*

Beneficiary Bank SWIFT address/BIC* 8 or 11 characters only
(BIC not required for SEPA Payments)

*Mandatory field

Beneficiary Bank name and address

6. Message to beneficiary (Max 140 characters including spaces)

7. Reference to appear on your statement/advice

8. YOU MUST complete this section if the Payment is subject to a foreign exchange contract

Deal number

9. Charge(s) I/We pay The Royal Bank of Scotland charges only Unless you have a pre-arranged agreement to the contrary, the Payment amount and charge(s) will be debited to the account detailed in section 3.

Note: For all payments within EU/EEA customer is only liable for Royal Bank of Scotland charges, beneficiary will be responsible for charges from their bank

10. Authorisation – signed in accordance with the Bank Account Mandate.

I/We have read and agree to be bound by the Terms and Conditions and agreement to the use of my/our personal data for the purpose of carrying out this instruction.

I/We acknowledge that in order to make this Payment my/our personal information such as my/our name and addresses may be transmitted with the Payment.

Customer signature(s)

Signal number

Date (DD/MM/YYYY) _____

For Retail Branch use only – Please select one of the five exceptions

- | | | | | | |
|--|--------------------------|---------------------------------|--------------------------|-----------------------------|--------------------------|
| 1) Two or more signatures required | <input type="checkbox"/> | Known customer checks completed | <input type="checkbox"/> | CES note completed | <input type="checkbox"/> |
| 2) Customer had no Chip & Pin / Sig card | <input type="checkbox"/> | LPP Required | <input type="checkbox"/> | | |
| 3) Lost / Stolen Card | <input type="checkbox"/> | Staff Signature | <input type="text"/> | ISV No. | <input type="text"/> |
| 4) Customer Not Present | <input type="checkbox"/> | | | Sort Code of sending branch | <input type="text"/> |
| 5) Commercial/Corp – No Checks Completed | <input type="checkbox"/> | | | | |

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Foreign currency **OR** GBP equivalent
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(BIC not required for SEPA Payments)
*Mandatory field
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Customer signature(s) Signal number

Date (DD/MM/YYYY)

CUSTOMER COPY

Terms and Conditions - Urgent and Standard Service

Please read these Terms carefully. These Terms explain the Customer's rights and responsibilities and those of the Bank in respect of the use of the Bank's urgent and standard service. The urgent and standard service offered by the Bank is only available to Customers who hold an account with the Bank from which payments can be made. Nothing in these Terms affects the agreement governing the operation of the Customer's account(s) with the Bank (**Account Agreement**) which shall prevail in the event of a conflict between the two.

These Terms, the Tariff, the associated guidance document and this payment form set out the Agreement that governs the use by the Customer of the Bank's urgent and standard service.

1. In these Terms the following words and expressions shall have the following meanings:

'Bank' means The Royal Bank of Scotland plc and its successors, transferees or assigns, who would also take subject to these terms;
'Beneficiary' means the intended payee of and as stated in section 5 of the request form, the payment;
'Business Day' means a day on which banks in the United Kingdom are generally open for business, other than weekends or local bank holidays;
'BIC' means the internationally recognised Business Identifier Code;
'Booked Payment' means any payment made (or returned under clause 6) in a different currency from the currency of the Customer's account, where either the amount of such payment is equal to or greater than £100,000 (or its equivalent) or the Bank otherwise classifies that payments as a Booked payment at the Bank's discretion;
'Customer' means the association, company, individual, partnership, society or sole trader using the Sending a Payment to Europe service offered by the Bank;
'Europe' means all European Union members (and associated territories) and from time to time European Economic Area (EEA) Member States (Iceland, Liechtenstein and Norway), as well as Monaco, San Marino and Switzerland;
'IBAN' is the International Bank Account Number that is used to identify the Beneficiary's account;
'NatWest Markets' means NatWest Markets Plc (a non-ringfenced bank within the RBS Group) and its successors, transferees and assigns;
'NWM Terms of Business' means the NatWest Markets Booked Payment FX Terms as amended from time to time, the current version of which are available here: www.natwestmarkets.com/content/dam/natwestmarkets_com/pdf/Booked-Payment-FX-Terms.pdf;
'Payment' means the international Payment to be made on behalf of the Customer under the Bank's Urgent Transfer and Standard Transfer Service as indicated by the Customer and includes a Booked Payment unless specifically excluded;
'SEPA' means the Single Euro Payments Area in which you can make and receive non-urgent euro payments under the same basic conditions, rights and obligations regardless of your location in the European Union (EU) or European Economic Area (EEA);
'SWIFT' means the Society for Worldwide Interbank Financial Telecommunications.

2. The Bank's responsibility—

21 Reasonable care will be exercised by the staff of the Bank. Should such care not be exercised then, subject and without prejudice to the limits on the liability of the Bank pursuant to the Account Agreement and Clause 7, the Bank will be responsible to the Customer only (not the Beneficiary or their banker) for any loss of a kind that would ordinarily be expected to occur. This includes interest but not loss of contracts or profits or other indirect or consequential loss.

22 An instruction to make a Payment as set out in the completed Payment form will be treated as the Customer's agreement for the Bank to make that Payment.

23 The Bank undertakes to process an Urgent Payment on the date requested on this Payment form provided it is a Business Day and an Standard Payment on the Business Day following receipt. In either case, the instruction must be received by the cut-off time specified in the guidance document "How to complete an International Payment Request Form – Sending a Payment to Europe" and otherwise subject to these Terms. Payment Instructions received on a non-Business Day or after the cut-off time on a Business Day will be processed on the next Business Day. The value date of the Payment will be no earlier than the date the Payment is debited to the account. If the date is left blank or the date requested has already passed when received by the Bank, an Urgent Payment will be processed on that Business Day if received before the cut-off time or on the next Business Day if an Standard Payment or is received after the cut-off time or on a non-Business Day. A Payment form in respect of a future dated Payment will be treated as received on the date for payment as specified by the Customer in the Payment form or, if this is not a Business Day, on the following Business Day.

3. Unless otherwise agreed between the Customer and the Bank, the Customer cannot cancel a Payment after the Bank has received the Payment form. In the case of future dated Payments, the Customer may cancel a Payment by notifying the Bank at least one Business Day before the Payment is due to be processed. The Customer will provide the name of the Beneficiary, Beneficiary's IBAN and BIC, Payment amount and Payment date. For SEPA Payments, only the IBAN is required, rather than BIC and IBAN.

4. The Customer is responsible for the accuracy of the Payment Instructions given on this Payment form and must ensure all Payment Instructions given

on this form contain the Beneficiary's IBAN or account number and the Beneficiary Bank SWIFT BIC as required by the Bank. The Payment will not normally be made unless the Beneficiary's IBAN and the Beneficiary Bank SWIFT BIC are provided. For SEPA Payments, only IBAN is required rather than the BIC and IBAN. If this information is not provided, or is incorrect, incomplete or illegible, the Bank reserves the right to refuse to make the Payment and will notify the Customer of this in the manner set out in clause number 5. The omission of a required IBAN or SWIFT BIC, or inclusion of an incorrect IBAN or SWIFT BIC, may result in delay, loss or further Bank charges where the Bank seeks to recover the Payment. Details of these charges are set out in the Tariff. The Bank is not responsible for checking the Beneficiary name or any other details. The Bank will not be liable for acting on a Payment Instruction given on this form if it is ambiguous, incomplete or inaccurate.

5. If the Bank refuses to make the Payment, the Bank will notify the Customer by either letter, telephone, text message or any other form of communication agreed and, if possible, give the Bank's reasons for doing so. The Customer can obtain information about the refusal and, if possible, the Bank's reasons for refusing to make the Payment, along with information on how to correct any errors that led to the refusal, by contacting one of the Bank's branches in person or using telephone or internet banking (unless a legal reason or certain other limited circumstances beyond the Bank's control prevent the Bank from providing the Customer with this information).

6. If a Payment is returned, it will be re-credited to the originating Account. If the Payment is returned in a different currency from the currency of the Account, it will be converted at the exchange rate applicable at the date and time it is credited to the Account. This means that the Payment to the Account may be more or less than the original debit.

7. Liability—

7.1 The Bank does not accept liability for any loss arising from any cause beyond the Bank's control or for any delay in transit or for any failure in the Payment reaching the intended Beneficiary's account, unless such delay or failure is caused by the negligence or wilful default of the Bank.

7.2 When the Payment is a Booked Payment, the Bank won't be responsible for any acts or omissions of NatWest Markets under the NWM Terms of Business. NatWest Markets' responsibility will be limited to that provided for in the NWM Terms of Business. NatWest Markets won't be responsible for any of the Bank's acts or omissions under these Terms.

7.3 The liability of the Bank under this Clause 7 shall be limited to that provided for in the Account Agreement and these Terms. Notwithstanding any other provision of these Terms the Bank shall have no liability for, and may delay or refuse to process or proceed with processing any Payment, without giving notice or reason to the Customer or the Beneficiary if:

(i) in its reasonable opinion it is prudent to do so in the interests of crime prevention or following advice from any governmental or regulatory (in each case either domestic or international) authority;

or

such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.

8. The Customer may provide a maximum of 105 characters including spaces to describe the Payment (e.g. Invoice no.12345). The Bank will not be responsible for any loss resulting if the number of characters must be reduced within the maximum number.

9. Currency conversion—

9.1 Except where the Payment is a Booked Payment, the actual exchange rate that will be applied in foreign currency conversion will be the Bank's prevailing rate at the date and time the Payment is processed by the Bank. Prior to giving the Bank instructions for a Payment, the Customer may request confirmation

of the actual exchange rate to be applied to the Payment from the Bank, and where possible, the Bank shall do so. In all other cases, the Bank will inform the customer of the actual exchange rate applied as soon as reasonably practicable after the Payment is processed. Reference Exchange Rates are published at www.natwest.com and can be found by searching "Commercial Exchange Rates" using the site search engine or are available from the Bank. The Reference Exchange Rates are indicative only and are made available by the Bank solely for reference purposes.

9.2 When the Customer makes a Booked Payment, the Customer appoints and authorises the Bank, on the Customer's behalf as an agent, to enter into a foreign

currency conversion transaction with NatWest Markets under the NWM Terms of Business in relation to that Booked Payment. This means that the Customer will be in a direct legal relationship with NatWest Markets under the NWM Terms of Business, and NatWest Markets will be responsible for the foreign currency conversion and delivery to the Bank of the required foreign currency.

9.3 When executing a Booked Payment, the Bank will transfer funds out of the Customer's account to NatWest Markets, and NatWest Markets will be under an obligation, in accordance with the NWM Terms of Business, to transfer the corresponding amount of the foreign currency to fund the Booked Payment. The Bank will still be responsible for the settlement of the Customer's funds to the Beneficiary account once the Bank has received the converted foreign currency funds from NatWest Markets. The usual timescales for processing the payment will still apply.

- 9.4 Where a Payment is a Booked Payment, the exchange rate applied under the foreign currency conversion will be based on a rate provided by NatWest Markets, in accordance with the NWM Terms of Business, adjusted to build in a margin, part of which margin will be paid back to us by NatWest Markets.
10. The Customer will pay the Bank's fees and charges for use of the Bank's Sending a Payment to Europe service. The charges are detailed in the Tariff, available from the Bank at any time on request.
11. Unless otherwise agreed, the charges to be paid by the Customer will be debited to the account from which the Payment is being made and shown on the next statement or advice provided on the account. Charges will be debited at the time the Payment is made.
12. When sending Payments outside Europe, the Customer may choose to (a) pay the Bank's charges and the Beneficiary will pay their own banks charge(s), (b) have all fees paid by the beneficiary or (c) pay all the charges for the Payment. Details about Agents' Charges can be found in the "How to Complete an International Payment Request Form – Sending a Payment Abroad" accompanying this form. All Agents' Charges are subject to change and those applicable at the time of the transfer will be charged and, unless otherwise agreed, will be debited to the Account from which the Payment is being made.
13. **IMPORTANT** – The Bank will normally send all Payments to the Beneficiary in the local currency of the destination country UNLESS expressly instructed by you otherwise when making the Payment instruction. If a conversion is required to complete a transaction, the Bank's chosen bank, or the beneficiary bank, may convert the payment at their market rate into local currency. Please be aware that some currencies are restricted, and that in some instances the payment may be sent in the preferred currency of the destination country, e.g. GBP or EUR. Any currency conversion will be undertaken in the manner set out in the Account Agreement. In order to make a payment the Bank may use any payment or clearing system or intermediary bank it reasonably selects. The Bank will act in accordance with the rules and regulations from time to time of such payment or clearing system.
14. Confirmation of faxed payment instructions is not required, where the Customer has a valid Letter of Authority or Relationship Authority in operation with the Bank. In the event that confirmations are sent, then they must be clearly marked 'Confirmation of fax', otherwise the Bank cannot be held responsible should a duplicate Payment be made.
15. In order to make a payment through the banking payments system the Bank may need to transfer relevant personal information to third parties (which may include transferring such information to NatWest Markets, where the Customer instructs a Booked Payment). The Bank may transfer the Customer's information to other countries on the basis that anyone to whom the Bank passes it provides an adequate level of protection. By providing this Payment instruction the Customer confirms they are authorised to instruct the Bank to transfer personal information relating to the Customer and other individuals named. Such information may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
16. All Notices and other communications in relation to this Agreement must be in English and in writing.
17. If your account is at a branch in Scotland, Scots law applies to these Terms and Scottish Courts have exclusive jurisdiction. If your account is elsewhere, English law applies to these Terms and English Courts have exclusive jurisdiction.
18. **The terms below apply to business and corporate customers. For all payments in Renminbi ("CNY")**
- 18.1 One of the purpose codes required by the Bank must be provided with the instruction by the Customer. The payment must be for that purpose only.
- 18.2 It is recommended that the payment information contain an invoice or purchase order number for the transaction.
- 18.3 Payments can only be made to companies and not individuals.
- 18.4 All information must be in English.
- 18.5 The Customer should retain documentary evidence of the underlying invoice for 6 years and it is a requirement to provide documentation if requested by the Bank.
- 18.6 If any of this information is not provided (mandatory or recommended) the payment may be delayed or returned and the Bank accepts no liability resulting from that.